



Broward County



Transaction #: 11766265

Receipt #: 9237976

**BROWARD COUNTY BOARD OF
COUNTY COMMISSIONERS**

Records, Taxes & Treasury Division
115 South Andrews Avenue Rm 114
Fort Lauderdale, FL 33301

Tel. (954) 831-4000 Fax (954) 357-7267

<http://www.Broward.org/RecordsTaxesTreasury>

Cashier Date: 10/13/2021 3:05:51PM

Print Date: 10/13/2021 3:05:54PM

VANESSA CHIN
3328 NE 16TH CT
FORT LAUDERDALE, FL 33305

Payment Summary

Total Fees	\$1,822.31
Total Payments	\$1,822.31
	\$0.00

1 Payment
Credit

\$1,822.31

Credit Card Convenience Fee

1

45.31

1 Official Record

It is the responsibility of our customers to inspect their recording receipt, to verify the accuracy of the information keyed. Should you find a mistake, please contact us immediately and the correction will be made within 24 business hours after notification. Submit corrections to: records@broward.org

Mortgage/ Modifications & Assumptions

Instrument #: 117657945 Date: 10/13/2021 3:05:50PM

Mortgagor / Borrower: CHIN, KINGSLEY R
CHIN, VANESSA D

Mortgagee / Lender: UNITED STATES CLERK DISTRICT OF MASSACHUSETTS

Recording @ 1st=\$10 Add'l=\$8.50 ea.

3

27.00

Mortgage Doc Stamps @ \$0.35 per \$100

500,000

1,750.00

INSTR # 117687046
 Recorded 10/13/21 at 03:05 PM
 Broward County Commission
 3 Page(s)
 Mtg Doc Stamps: \$1750.00
 Int Tax \$0.00
 #1

MORTGAGE

THIS MORTGAGE is made this 6th day of October, 2021, between Dr. Kingsley R Chin, presently residing at 33328 NE 16th Ct, Fort Lauderdale, FL 33305 (herein "Mortgagor(s)"), and the Clerk of the United States District Court for the District of Massachusetts, United States Courthouse, 1 Courthouse Way, Boston, Massachusetts (herein "Mortgagee").

WITNESSETH, for consideration paid and to secure a personal bond of even date for Dr. Kingsley R Chin (herein "Defendant"), in Criminal No. 21cr10256, before the United States District Court for the District of Massachusetts (herein "Court"), in the amount of Five Hundred Thousand (\$500,000) Dollars executed by the Defendant and the Mortgagor(s) in favor of the United States of America, and to secure due observance and performance of the obligation, terms, and conditions as set forth in an Order Setting Conditions of Release as pronounced in court on October 6, 2021, and filed with the Court, and to further secure the performance of all other covenants and agreements of or by the Defendant and Mortgagor(s) herein for the benefit of the Mortgagee, which may now exist or may hereafter exist or accrue while this Mortgage is still undischarged of record, and in furtherance of and pursuant to an escrow agreement made this day between the Mortgagor(s), the United States Attorney for the District of Massachusetts and the Mortgagee, the Mortgagor(s) hereby mortgage, with power of sale, the following parcel of real property, with the following covenants thereon, situate, lying and being in the County of _____, Commonwealth of Massachusetts, and more particularly described in the following deed:

A deed from _____ to _____ dated _____, 20____, and recorded in the _____ County Registry of Deeds at Book _____, Page _____;

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property are hereinafter referred to as the "Property."

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THE MORTGAGOR(S) covenant with the Mortgagee as follows:

1. That the Mortgagor(s) shall pay the indebtedness as hereinbefore provided.
2. That the Mortgagor(s) will keep the Property insured against loss by fire or hazards included within the term "extended coverage" for the benefit of the Mortgagee; that the Mortgagor(s) will assign and deliver the policies to the Mortgagee; and that the Mortgagor(s) will reimburse the Mortgagee for any premiums paid or insurance made by the Mortgagee on the Mortgagor(s)'s default in so insuring the Property or in so assigning and delivering the policies. However, the Mortgagee shall never be required to maintain insurance of any type or description on the Property.
3. That the Mortgagor(s) shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property, and no building on the Property shall be removed or demolished without the consent of the Mortgagee.
4. That the Mortgagor(s) will pay all taxes, assessments or water rates, and in default thereof, the Mortgagee may, but is not required to, pay the same. In the event that the Mortgagee elects not to pay the same, the Mortgagee is not required to so notify the Mortgagor(s).
5. That the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, said proceeds not to exceed the dollar amount of the personal bond secured by this Mortgage, shall be delivered to the Mortgagee, who shall hold such proceeds in a non-interest bearing escrow account until either (A) the personal bond has been discharged by the Court, whereupon, and only upon an order of the Court, the Mortgagee shall deliver said proceeds to the Mortgagor(s), or (2) the Defendant fails to observe the Order Setting Conditions of Release and is defaulted by a judicial officer of the Court, whereupon the proceeds shall be disbursed for the benefit of the United States of America in accordance with, and only upon, an order of the Court.
6. That notice and demand or request may be made in writing and may be served in person or by mail.
7. That the Mortgagor(s) will warrant and defend the title to the Property against all claims and demands.
8. That the Mortgagor(s) will create no further encumbrances of any kind against the Property.
9. That the Mortgagor(s), in case a sale shall be made under the power of sale, will, upon request, execute, acknowledge and deliver to the purchaser or purchasers a deed or deeds of release confirming such sale, and that the Mortgagee is appointed and

This Document Prepared By and Return to:
Steven E. Wallace, Esq.
The Wallace Law Group, P.L.
1375 Gateway Boulevard
Boynton Beach, Florida 33426

Parcel ID Number: **494331010690**

Warranty Deed

This Indenture, Made this **7th** day of **May**, 2015 A.D., Between
Joseph L. Blomberg, a single man and Gary L. Stephens, a single man
as Joint Tenants with Right of Survivorship
of the County of **Broward**, State of **Florida**, grantors, and
Kingsley Chin, a single man and Vanessa Dudley, a single woman, as
Joint Tenants with Right of Survivorship
whose address is: **3328 NE 16th Court, Fort Lauderdale, FL 33305**

of the County of **Broward**, State of **Florida**, grantees.
Witnesseth that the GRANTORS, for and in consideration of the sum of

-----**TEN DOLLARS (\$10)**----- DOLLARS,
and other good and valuable consideration to GRANTORS in hand paid by GRANTEES, the receipt whereof is hereby acknowledged, have
granted, bargained and sold to the said GRANTEES and GRANTEES' heirs, successors and assigns forever, the following described land, situate,
lying and being in the County of **Broward** State of **Florida** to wit:

Lot 20, Block 11, Las Olas By The Sea Extension, according to the map
or plat thereof as recorded in Plat Book 3, Page 8, Public Records of
Broward County, Florida.

and the grantors do hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

Warranty Deed - Page 2

Parcel ID Number: **494331010690**

In Witness Whereof, the grantors have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in our presence:

Printed Name: MAURO G. DYTRA

Witness

Printed Name: Steven E. Wallace

Witness

Printed Name: Joseph L. Blomberg

P.O. Address: 3320 NE 32nd Street, Fort Lauderdale, FL 33308

Printed Name: Gary L. Stephens

P.O. Address: 3320 NE 32nd Street, Fort Lauderdale, FL 33308

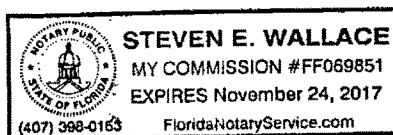
STATE OF **Florida**
COUNTY OF **Broward**

The foregoing instrument was acknowledged before me this **7th** day of **May**, 2015 by **Joseph L. Blomberg, a single man and Gary L. Stephens, a single man**

who are personally known to me or who have produced their **Florida driver's License** as identification.

Printed Name: Steven E. Wallace
Notary Public

My Commission Expires: 11/24/17



MASSACHUSETTS QUIT CLAIM DEED

I/We Kingsley and Vanessa Chin with a street address of
33328 NE 16th Street in the City of Fort Lauderdale
State of Florida (the "Grantor(s)") being ☒ Married ☐ Unmarried.

For consideration paid in the amount of _____ Dollars

(\$ _____), releases and quitclaims to

the United States of America with a street address of
1 Courthouse Way in the City of Boston
State of Massachusetts (the "Grantee(s)") as:

☐ Husband and wife, tenants by the entirety ☐ Joint tenants ☐ Tenants in common

with Quitclaim Covenants

A certain parcel of land with the buildings thereon situated with a street address of
33328 NE 16th Street in the City of Fort Lauderdale
State of Florida being shown as _____

and recorded with _____

(Name of deed registry location with original description) in Book _____ and Page
_____ and being bounded and described as follows:

containing _____ square feet of land, more or less.

STATE OF FLORIDA

COUNTY OF Broward

On the 14th day of October, 2021 before me, the

undersigned notary public, personally appeared

Kingsley Chin

proved to me through satisfactory identification of Florida drivers license, to

be the person(s) whose name(s) is/are signed above who personally executed such

document in my presence, acknowledged to me that he/she/they signed it voluntarily for

its stated purpose and swore or affirmed to me that all statements made herein are true,

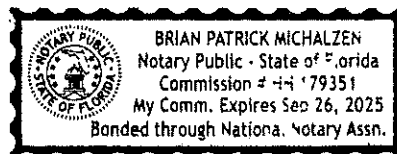
accurate and complete.

Brian P Michalzen

Notary Public

My commission expires: 09/26/25

[Affix seal here]



ESCROW AGREEMENT

ESCROW AGREEMENT entered into this 14th day of October, 2021, among Kingsley Chin, M.D. (herein "Surety"), Carmen M. Ortiz, in her official capacity as United States Attorney for the District of Massachusetts (herein "United States Attorney"), and Robert M. Farrell, in his official capacity as Clerk of the United States District Court for the District of Massachusetts (herein "Escrow Agent").

WHEREAS the Surety is desirous of effecting the release of Kingsley Chin, M.D. (herein "Defendant") in Criminal No. 21-10256-RWZ, on the terms and conditions of bail set forth in an Order Setting Conditions of Release (herein "Bail Order") dated 10/06/21 (Dkt. 45), and entered by the Honorable Page Kelley, United States District Judge/Magistrate Judge, and has agreed to execute a personal bond in the amount of five hundred thousand dollars (\$) Dollars (herein "Personal Bond") to secure the Defendant's compliance with the terms and conditions of the Bail Order.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. The Surety shall execute a quitclaim deed to the parcel of real property located at 3330533328 NE 16th Court, Ford Lauderdale, FL in favor of the United States of America, and deliver said deed to the Escrow Agent to be held in escrow pursuant to the terms of this Agreement.

2. The Surety further agrees to execute any additional documents and take any action necessary to effectuate the transfer of said parcel of real property and facilitate the sale of such property in the event that the Defendant is in default of the terms and conditions of the Bail Order or Personal Bond.

3. The Escrow Agent shall hold the quitclaim deed in escrow under the following terms and conditions:

A. In the event that the Defendant fails to appear as required at all proceedings in Criminal No. 21-10256-RWZ or otherwise violates any condition of bail, and Defendant is declared to be in default by a judicial officer of the United States District Court for the District of Massachusetts, then, upon order of the Court, and in lieu of or in addition to foreclosure proceedings on any mortgage granted by the Surety, the Escrow Agent shall tender the quitclaim deed to the United States Attorney, and he shall cause the same to be immediately recorded without notice to the Surety. Any requirement that foreclosure proceedings be commenced upon any mortgage granted by the Surety in connection with Criminal No. 21-10256-RWZ is expressly waived by the Surety.

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B. This Agreement shall terminate upon the final disposition of Criminal No. 21-10256-RWZ and written discharge of the bond provided to the Surety by the United States of America. Upon such termination, and upon order of the Court, the Escrow Agent shall deliver the quitclaim deed to the Surety.

4. The validity and construction of this Agreement shall be governed by the law of the Commonwealth of Massachusetts.

5. This Escrow Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, assigns and personal representatives.

IN WITNESS WHEREOF, the parties here have caused this Agreement to be executed as of the date first written above.

ESCROW AGENT:

ROBERT M. FARRELL,
CLERK OF COURT

By: _____
Deputy Clerk

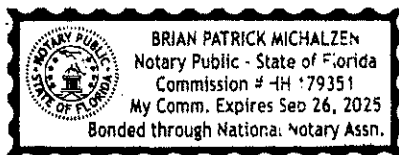
CARMEN M. ORTIZ,
UNITED STATES ATTORNEY

By: _____
Asst. United States Attorney

SURETY:

Kingsley LA

Florida (Bm)
COMMONWEALTH OF MASSACHUSETTS
SUFFOLK, SS Broward County On October 14th, 2021
Then personally appeared Kingsley Chin
and acknowledged the foregoing to be true free act and deed before me.



Brian P Michalzen
NOTARY PUBLIC

My Commission Expires: 09/25/25

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constituted the attorney irrevocable of the Mortgagor(s) to execute and deliver to said purchaser a full transfer of all policies of insurance on the Property at the time of such sale.

10. That the holder of this Mortgage, in any action to foreclose it, shall be entitled to the appointment of a receiver.

11. Notwithstanding any other agreement between the Mortgagor(s) and Mortgagee, or any provision of law, the Mortgagee shall not be required to discharge this Mortgage except upon order of the Court. It shall be the obligation of the Mortgagor(s) to furnish the Mortgagee with a certified copy of said order.

IN WITNESS WHEREOF, this Mortgage has been duly executed by the Mortgagor(s).

Kingsley R. Chin

Vanessa D. Chin

Kingsley R. Chin

Vanessa D. Chin

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS

On October 12, 2021

Then personally appeared Vanessa Chin + Kingsley R. Chin
and acknowledged the foregoing to be X free act and deed
before me.

Steven Jude Leone
NOTARY PUBLIC

My Commission Expires: 3/24/2024

(MORTGAGE FORM.wpd - 05/2001)

